

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE:
DAN R. WILLIAMS
aka DANIEL R. WILLIAMS
aka DANNY R. WILLIAMS
Debtor

Case No. 18-11568-BFK
Chapter 11

WILMINGTON SAVINGS FUND SOCIETY,
FSB, D/B/A CHRISTIANA TRUST, NOT
INDIVIDUALLY BUT AS TRUSTEE FOR
PREMIUM MORTGAGE ACQUISITION
TRUST

Movant

v.
DAN R. WILLIAMS
aka DANIEL R. WILLIAMS
aka DANNY R. WILLIAMS
Debtor/Respondent

NOTICE OF DEFAULT

Upon information provided by Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Premium Mortgage Acquisition Trust (the “Movant”), the undersigned counsel, Lauren French and BWW Law Group, LLC, hereby files this Notice of Default (the “Notice of Default”), and respectfully represents as follows:

1. The Movant is the beneficiary under a Deed of Trust executed by Dan R. Williams aka Daniel R Williams aka Danny R Williams (the “Debtor”), which encumbers the real property known as 1347 Kirby Road, McLean, VA 22101 (the “Property”).

2. An Agreed Order Modifying Automatic Stay was entered by the Court in this case on August 28, 2019 (the “Agreed Order”). The Debtor is in default under the terms of the Agreed Order. The Debtor has failed to make the following payments required by the terms of the Agreed Order (the “Default”):

January 1, 2020 Post Petition Payment \$6,755.92
February 1, 2020 Post Petition Payment \$6,755.92
March 1, 2020 Post Petition Payment \$6,755.92
April 1, 2020 Post Petition Payment \$6,755.92
Suspense: -\$3,067.32

3. Pursuant to the terms of the Agreed Order, within fourteen (14) days of the date of this Notice of Default, the Debtor must either: (a) cure the Default by tendering to the Movant \$24,056.36 (the total amount of the Default, which includes \$100.00 for attorney's fees associated with the filing of this Notice of Default) in certified funds at the payment address listed in paragraph no. 4 below; (b) file an objection stating that no default exists; or (c) file an objection with the court stating any other reason why an Order granting relief from the automatic stay should not be entered.

4. Any cure of the Default must include payment of all amounts set forth herein, as well as payments which have subsequently become due under the terms of the Agreed Order and any amounts that are due at the time the Default is cured. Acceptance of partial payment by the Movant during the 14-day cure period shall not constitute a satisfaction or waiver of the Notice of Default. Any cure payments should be sent to the following address:

Selene Finance LP
9990 Richmond Ave., Ste. 400S
Houston, TX 77042-4546

5. If the Debtor does not take one of the actions set forth in paragraph no. 3 hereinabove, the Movant may file a certificate with the court stating that the Movant has complied with the terms of the Order, and the court may grant relief from the automatic stay without further notice to the Debtor. If the automatic stay is terminated, the Property may be sold at foreclosure.

Respectfully Submitted,

Dated: May 7, 2020

/s/ Lauren French
Lauren French, VSB# 85478
Attorney
BWW Law Group, LLC
8100 Three Chopt Rd.
Suite 240
Richmond, VA 23229
(804) 282-0463 (phone)
(804) 282-0541 (facsimile)
bankruptcy@bww-law.com
Attorney for the Movant

CERTIFICATE OF SERVICE

I certify that on this 7th day of May, 2020, the following persons were or will be served a copy of the foregoing Notice of Default via the CM/ECF system or by first class mail, postage prepaid:

John P. Fitzgerald, III, Trustee
115 South Union Street, Room 210
Alexandria, VA 22314

Daniel M. Press, Esq.
6718 Whittier Ave., Suite 200
McLean, VA 22101

Dan R. Williams
aka Daniel R. Williams
aka Danny R. Williams
1347 Kirby Rd.
McLean, VA 22101

/s/ Lauren French

Lauren French, Esq.

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